

**UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
REGION 14**

STARBUCKS CORPORATION

and

**Cases 14-CA-290968
14-CA-291278
14-CA-291958
14-CA-292529
14-CA-293122
14-CA-293404**

**CHICAGO AND MIDWEST REGIONAL
JOINT BOARD, WORKERS UNITED/SEIU**

**ORDER CONSOLIDATING CASES, CONSOLIDATED
COMPLAINT AND NOTICE OF HEARING**

Pursuant to Section 102.33 of the Rules and Regulations of the National Labor Relations Board (the Board) and to avoid unnecessary costs or delay, IT IS ORDERED THAT Case 14-CA-291278 filed by Chicago and Midwest Regional Joint Board, Workers United/SEIU (Union) against Starbucks Corporation (Respondent), in which a Complaint and Notice of Hearing issued on April 28, 2022, is consolidated with Cases 14-CA-290968, 14-CA-291958, 14-CA-292529, 14-CA-293122, and 14-CA-293404 filed by the Union against Respondent.

This Order Consolidating Cases, Consolidated Complaint and Notice of Hearing, which is based on these charges, is issued pursuant to Section 10(b) of the National Labor Relations Act (the Act), 29 U.S.C. § 151 et seq., and Section 102.15 of the Board's Rules and Regulations, and alleges Respondent has violated the Act as described below.

1.

(a) The charge in Case 14-CA-290968 was filed by the Union on February 22, 2022, and a copy was served on Respondent by U.S. mail on the same date.

(b) The first amended charge in Case 14-CA-290968 was filed by the Union on March 24, 2022, and a copy was served on Respondent by U.S. mail on March 25, 2022.

(c) The second amended charge in Case 14-CA-290968 was filed by the Union on May 5, 2022, and a copy was served on Respondent by U.S. mail on May 6, 2022.

(d) The charge in Case 14-CA-291278 was filed by the Union on February 25, 2022, and a copy was served on Respondent by U.S. mail on February 28, 2022.

(e) The first amended charge in Case 14-CA-291278 was filed by the Union on April 7, 2022, and a copy was served on Respondent by U.S. mail on April 11, 2022.

(f) The second amended charge in Case 14-CA-291278 was filed by the Union on April 21, 2022, and a copy was served on Respondent by U.S. mail on the same date.

(g) The third amended charge in Case 14-CA-291278 was filed by the Union on April 25, 2022, and a copy was served on Respondent by U.S. mail on April 26, 2022.

(h) The charge in Case 14-CA-291958 was filed by the Union on March 9, 2022, and a copy was served on Respondent by U.S. mail on March 10, 2022.

(i) The first amended charge in Case 14-CA-291958 was filed by the Union on March 24, 2022, and a copy was served on Respondent by U.S. mail on March 25, 2022.

(j) The second amended charge in Case 14-CA-291958 was filed by the Union on May 5, 2022, and a copy was served on Respondent by U.S. mail on May 6, 2022.

(k) The charge in Case 14-CA-292529 was filed by the Union on March 18, 2022, and a copy was served on Respondent by U.S. mail on March 21, 2022.

(l) The amended charge in Case 14-CA-292529 was filed by the Union on May 5, 2022, and a copy was served on Respondent by U.S. mail on May 6, 2022.

(m) The charge in Case 14-CA-293122 was filed by the Union on March 29, 2022, and a copy was served on Respondent by U.S. mail on March 30, 2022.

(n) The amended charge in Case 14-CA-293122 was filed by the Union on April 29, 2022, and a copy was served on Respondent by U.S. mail on the same date.

(o) The charge in Case 14-CA-293404 was filed by the Union on April 4, 2022, and a copy was served on Respondent by U.S. mail on the same date.

(p) The amended charge in Case 14-CA-293404 was filed by the Union on April 29, 2022, and a copy was served on Respondent by U.S. mail on the same date.

2.

(a) At all material times, Respondent has been a Washington corporation with offices and places of business throughout the United States, including locations at 302 Nichols Road, Kansas City, Missouri (Respondent's Plaza Store) and 10201 W. 75th Street, Overland Park, Kansas (Respondent's 75th Street Store), and has been engaged in operating public restaurants selling food and beverages.

(b) In conducting its operations during the 12-month period ending April 30, 2022, Respondent derived gross revenues in excess of \$500,000.

(c) During the 12-month period ending April 30, 2022, Respondent, in conducting its operations described above in paragraph 2(a), purchased and received at its Kansas City, Missouri facility goods valued in excess of \$50,000 directly from points outside the State of Missouri.

(d) During the 12-month period ending April 30, 2022, Respondent, in conducting its operations described above in paragraph 2(a), purchased and received at its Overland Park, Kansas facility goods valued in excess of \$50,000 directly from points outside the State of Kansas.

(e) At all material times, Respondent has been an employer engaged in commerce within the meaning of section 2(2), (6), and (7) of the Act.

3.

At all material times, the Union has been a labor organization within the meaning of Section 2(5) of the Act.

4.

At all material times, the following individuals held the positions set forth opposite their respective names and have been supervisors of Respondent within the meaning of Section 2(11) of the Act and agents of Respondent within the meaning of Section 2(13) of the Act:

(b)(6), (b)(7)(C)

(b)(6), (b)(7)(C)

(b)(6), (b)(7)(C)

(b)(6), (b)(7)(C)

(b)(6), (b)(7)(C)

(b)(6), (b)(7)(C)

(b)(6), (b)(7)(C)

5.

About January 29, 2022, Respondent, by (b)(6), (b)(7)(C), at Respondent's 75th Street Store, by soliciting employee complaints and grievances, promised its employees increased benefits and improved terms and conditions of employment if they refrained from union organizational activity.

6.

About (b) (6), (b) (7)(C) 2, 2022, Respondent, by (b) (6), (b) (7)(C), at Respondent's (b)(6), (b) (7)(C) Store:

- (a) Coerced employees by telling them they stabbed (b) (6), (b) (7)(C) in the back by naming (b) (6), (b) (7)(C) in a letter publicly announcing employees' union support.
- (b) Coerced employees during a job counseling, by linking the poor work performance being counseled to employees' union activities.

7.

In early February 2022, a more precise date currently unknown to the General Counsel, Respondent, by (b) (6), (b) (7)(C), at Respondent's 75th Street Store, instructed employees to start more strictly enforcing the Respondent's dress code in response to employees' Union activities and/or support.

8.

Respondent, by (b) (6), (b) (7)(C), about the dates in 2022 and at the locations below, threatened employees with more strict enforcement of company policies because of their union activities and/or support:

- (a) Early February, a more precise date currently unknown to the General Counsel - Respondent's 75th Street Store
- (b) February 14 - Respondent's 75th Street Store
- (c) February 15 - 12164 Shawnee Mission Pkwy,
Shawnee, KS
(Respondent's SMP Store)
- (c) February 16 - Respondent's SMP Store

9.

Respondent, by (b) (6), (b) (7)(C), about the dates in 2022 and at the locations below, coerced employees by introducing anti-union discussions during Partner Development Conversations, mandatory meetings, that are normally reserved for evaluations and career planning:

- | | | |
|---|---|--|
| (a) Early February, a more precise date currently unknown to the General Counsel | - | Respondent's 75 th Street Store |
| (b) February 15 | - | 13120 W. 87 th Street, Lenexa, KS
(Respondent's 87 th Street Store) |
| (c) February 15 | - | Respondent's SMP Store |
| (d) February 16 | - | Respondent's SMP Store |

10.

Respondent, by (b) (6), (b) (7)(C), about the dates in 2022 and at the locations below, threatened employees with loss of previously announced wage increases if employees selected the Union as their bargaining representative:

- | | | |
|---|---|--|
| (a) Early February, a more precise date currently unknown to the General Counsel | - | Respondent's 75 th Street Store |
| (b) February 14 | - | Respondent's 75 th Street Store |
| (c) February 15 | - | Respondent's SMP Store |
| (d) February 15 | - | Respondent's 87 th Street Store |

11.

Respondent, by (b) (6), (b) (7)(C), about the dates in 2022 and at the locations below, threatened employees with staffing shortages if they selected the Union as their bargaining representative:

- (a) Early February a more - Respondent's 75th Street Store
precise date currently unknown
to the General Counsel
- (b) February 14 - Respondent's 75th Street Store
- (c) February 23 - Via telephone

12.

About February 15, 2022, Respondent, by (b) (6), (b) (7)(C), at Respondent's 75th Street Store:

- (a) Threatened employees with the loss of previously announced wage increases if employees selected the Union as their bargaining representative; and
- (b) In response to employees' Union activities and/or support, coerced employees by inviting employees to resign if they supported the Union.

13.

About February 15, 2022, Respondent, by (b) (6), (b) (7)(C), at Respondent's 87th Street Store:

- (a) Threatened employees with an inability to transfer or change shifts if employees selected the Union as their bargaining representative.
- (b) Threatened employees with a loss of previously scheduled wage increases if employees selected the Union as their bargaining representative.

(c) Threatened employees with a loss of promotion opportunities if employees selected the Union as their bargaining representative.

(d) Threatened employees with the loss of health benefits if employees selected the Union as their bargaining representative.

14.

About February 16, 2022, Respondent, by (b) (6), (b) (7)(C), at Respondent's SMP Store:

(a) Threatened employees with loss of promotion opportunities because of their Union activities and/or support.

(b) Interrogated its employees about their union membership, activities, and sympathies by asking what the Union was promising employees.

(c) By telling employees contract negotiations can take over 400 days, informed its employees that it would be futile for them to select the Union as their bargaining representative

(d) Prohibited employees from discussing discipline.

15.

About mid to late February 2022, a more precise date currently unknown to the General Counsel, Respondent, by (b) (6), (b) (7)(C), via telephone:

(a) Threatened employees with a loss of ability to transfer if employees selected the Union as their bargaining representative.

(b) Coerced employees by encouraging employees to quit and apply at other non-union Respondent stores in order to receive a previously scheduled wage increase and to keep their existing health benefits.

16.

About February 22, 2022, Respondent, by (b) (6), (b) (7)(C), at Respondent's Plaza Store, threatened employees with more strict enforcement of the dress code because they engaged in union activity.

17.

About February 23, 2022, Respondent, by (b) (6), (b) (7)(C), at Respondent's Plaza Store, threatened employees with a loss of future wage increases or benefits if employees selected the Union as their bargaining representative.

18.

About February 23, 2022, Respondent, by (b) (6), (b) (7)(C), via telephone:

(a) Threatened employees with the loss of previously scheduled wage increases if employees selected the Union as their bargaining representative.

(b) Threatened employees with the loss of an existing benefit by telling employees that managers could not assist employees on the floor if employees selected the Union as their bargaining representative.

(c) Threatened employees with staffing shortages if employees selected the Union as their bargaining representative.

19.

About March 3, 2022, Respondent, by (b) (6), (b) (7)(C), at the Courtyard by Marriott located at 11001 Woodson Street, Overland Park, Kansas:

(a) Ordered employees engaged in Section 7 activity to cease that activity and leave hotel property.

(b) Requested hotel management call the police on employees engaged in Section activity.

20.

About March 3, 2022, Respondent, by (b) (6), (b) (7)(C), at the Courtyard by Marriott located at 11001 Woodson Street, Overland Park, Kansas:

- (a) Prohibited employees from recording a meeting conducted by Respondent.
- (b) By stating most current employees will not be working for Respondent when a collective-bargaining agreement is agreed upon, informed its employees that it would be futile for them to select the Union as their bargaining representative.

21.

About March 11, 2022, Respondent, by (b) (6), (b) (7)(C), at the following locations, prohibited employees from recording conversations under Respondent's no recording policy:

- (a) Respondent's store located at Shawnee Mission Parkway and Quivira
- (b) Respondent's 75th Street Store

22.

(a) Since about January 31, 2022, Respondent, at Respondent's 75th Street Store, more strictly enforced its policies including but not limited to dress code, the wearing of pins/buttons, and filling out the courier log.

(b) Respondent engaged in the conduct described above in paragraph 22(a) because the employees of Respondent formed, joined, or assisted the Union and engaged in concerted activities, and to discourage employees from engaging in these activities.

23.

(a) About early February 2022, Respondent, at Respondent's 75th Street Store, granted employees benefits by installing a storage pod, removing overstock of product from the store, and announcing plans to create additional parking.

(b) Respondent engaged in the conduct described above in paragraph 23(a) because employees of Respondent formed, joined, or assisted the Union and engaged in concerted activities, and to discourage employees from engaging in these activities.

24.

(a) About February 15, 2022, Respondent required (b) (6), (b) (7)(C) increase (b) (6), (b) (7)(C) work availability or be demoted or resign.

(b) Respondent engaged in the conduct described above in paragraph 24(a) because the named employee of Respondent formed, joined, or assisted the Union and engaged in concerted activities, and to discourage employees from engaging in these activities.

25.

(a) About (b) (6), (b) (7)(C) 2022, Respondent issued a documented coaching to (b) (6), (b) (7)(C) (b) (6), (b) (7)(C)

(b) Respondent engaged in the conduct described above in paragraph 25(a) because the named employee of Respondent formed, joined, or assisted the Union and engaged in concerted activities, and to discourage employees from engaging in these activities.

(c) As a result of Respondent's conduct described above in paragraph 22(a), Respondent engaged in the conduct described above in paragraph 25(a).

26.

(a) Since about February 22, 2022, Respondent more strictly enforced its dress code at its Plaza Store.

(b) Respondent engaged in the conduct described above in paragraph 26(a) because the employees of Respondent formed, joined, or assisted the Union and engaged in concerted activities, and to discourage employees from engaging in these activities.

27.

(a) About (b) (6), (b) (7)(C), 2022, Respondent issued a final written warning to (b) (6), (b) (7)(C)

(b) (6), (b) (7)(C)

(b) Respondent engaged in the conduct described above in paragraph 27(a) because the named employee of Respondent formed, joined, or assisted the Union and engaged in concerted activities, and to discourage employees from engaging in these activities.

28.

(a) About March 11, 2022, Respondent required (b) (6), (b) (7)(C) increase (b) (6), (b) (7)(C) work availability or be demoted or resign.

(b) Respondent engaged in the conduct described above in paragraph 28(a) because the named employee of Respondent formed, joined, or assisted the Union and engaged in concerted activities, and to discourage employees from engaging in these activities.

29.

(a) About (b) (6), (b) (7)(C), 2022, Respondent issued a final written warning to (b) (6), (b) (7)(C)

(b) (6), (b) (7)(C)

(b) Respondent engaged in the conduct described above in paragraph 29(a) because the named employee of Respondent formed, joined, or assisted the Union and engaged in concerted activities, and to discourage employees from engaging in these activities.

(c) As a result of Respondent's conduct described above in paragraph 22(a), Respondent engaged in the conduct described above in paragraph 29(a).

30.

(a) About (b) (6), (b) (7)(C), 2022, Respondent discharged (b) (6), (b) (7)(C)

(b) Respondent engaged in the conduct described above in paragraph 30(a) because the named employee of Respondent formed, joined, or assisted the Union and engaged in concerted activities, and to discourage employees from engaging in these activities.

31.

(a) About (b) (6), (b) (7)(C) 2022, Respondent discharged (b) (6), (b) (7)(C).

(b) Respondent engaged in the conduct described above in paragraph 31(a) because the named employee of Respondent formed, joined, or assisted the Union and engaged in concerted activities, and to discourage employees from engaging in these activities.

32.

(a) About (b) (6), (b) (7)(C) 2022, Respondent discharged (b) (6), (b) (7)(C).

(b) Respondent engaged in the conduct described above in paragraph 32(a) because the named employee of Respondent formed, joined, or assisted the Union and engaged in concerted activities, and to discourage employees from engaging in these activities.

33.

By the conduct described above in paragraphs 5 through 21, Respondent has been interfering with, restraining, and coercing employees in the exercise of the rights guaranteed in Section 7 of the Act in violation of Section 8(a)(1) of the Act.

34.

By the conduct described above in paragraphs 22 through 32, Respondent has been discriminating in regard to hire or tenure or terms or conditions of employment of its employees, thereby discouraging membership in a labor organization in violation of Section 8(a)(1) and (3) of the Act.

35.

The unfair labor practices of Respondent described above affect commerce within the meaning of Section 2(6) and (7) of the Act.

36.

(a) As part of the remedy for the unfair labor practices set forth above, the General Counsel seeks an Order requiring Respondent to electronically post the Notice to Employees if Respondent customarily uses electronic means such as an electronic bulletin board, e-mail, text message, website, or intranet to communicate with those employees.

(b) As part of the remedy for the unfair labor practices set forth above, the General Counsel seeks an order requiring that at a meeting or meetings scheduled to ensure the widest possible attendance, Respondent's representative (b) (6), (b) (7)(C) read the Notice to Employees and an Explanation of Rights to employees at Respondent's 75th Street Store on worktime in the presence of a Board agent, a representative of the Union, (b) (6), (b) (7)(C), and (b) (6), (b) (7)(C). Alternatively, the General Counsel seeks an order requiring that Respondent promptly have a Board agent read the notice to employees during worktime in the presence of Respondent's supervisors and agents identified above in paragraph 4. Such Notice reading to be recorded and distributed to employees electronically via email and/or other electronic means.

(c) As part of the remedy for the unfair labor practices set forth above, and in order to ensure future compliance with the law, the Board should order the Respondent to conduct a training session for its managers and supervisors on their obligations under the National Labor Relations Act.

(d) As part of the remedy for the unfair labor practices set forth above, and in order to ensure future compliance with a Board Order, the Order should provide that a duly-appointed Board agent may enter the Respondent's facilities, during the 60 day posting period, at reasonable

times and in a manner not to unduly interfere with the Respondent's operations, for the limited purpose of determining whether the Respondent is in compliance with the notice posting, distribution, and mailing requirements.

(e) As part of the remedy for the unfair labor practices set forth above, the General Counsel seeks an order requiring that (b) (6), (b) (7)(C), and (b) (6), (b) (7)(C) be made whole, including, but not limited to reimbursement of direct and foreseeable consequential damages they incurred as a result of Respondent's unlawful conduct..

(f) As part of the remedy for the unfair labor practices set forth above, the General Counsel seeks an Order requiring that Respondent draft and send letters to (b) (6), (b) (7)(C), (b) (6), (b) (7)(C) and (b) (6), (b) (7)(C) apologizing to them for their discharge and any hardship or distress it caused, and requiring Respondent to provide a copy of each letter to the Regional Director within 14 days of distribution.

(g) The General Counsel further seeks all other relief as may be just and proper to remedy the unfair labor practice.

ANSWER REQUIREMENT

Respondent is notified that, pursuant to Sections 102.20 and 102.21 of the Board's Rules and Regulations; it must file an answer to the consolidated complaint. The answer must be **received by this office on or before May 25, 2022.** Respondent also must serve a copy of the answer on each of the other parties.

The answer must be filed electronically through the Agency's website. To file electronically, go to www.nlr.gov, click on **E-File Documents**, enter the NLRB Case Number, and follow the detailed instructions. Responsibility for the receipt and usability of the answer rests exclusively upon the sender. Unless notification on the Agency's website informs users that the Agency's E-Filing system is officially determined to be in technical failure because it is unable to

receive documents for a continuous period of more than 2 hours after 12:00 noon (Eastern Time) on the due date for filing, a failure to timely file the answer will not be excused on the basis that the transmission could not be accomplished because the Agency's website was off-line or unavailable for some other reason. The Board's Rules and Regulations require that an answer be signed by counsel or non-attorney representative for represented parties or by the party if not represented. See Section 102.21. If the answer being filed electronically is a pdf document containing the required signature, no paper copies of the answer need to be transmitted to the Regional Office. However, if the electronic version of an answer to a complaint is not a pdf file containing the required signature, then the E-filing rules require that such answer containing the required signature continue to be submitted to the Regional Office by traditional means within three (3) business days after the date of electronic filing. Service of the answer on each of the other parties must still be accomplished by means allowed under the Board's Rules and Regulations. The answer may not be filed by facsimile transmission. If no answer is filed, or if an answer is filed untimely, the Board may find, pursuant to a Motion for Default Judgment, that the allegations in the complaint are true.

NOTICE OF HEARING

PLEASE TAKE NOTICE THAT on **July 5, 2022, at 10 a.m.** and on consecutive days thereafter until concluded, a hearing in the above-titled matter will commence. The hearing will be conducted via video conferencing using the Zoom for Government platform, or by such other means and methods as directed by the Administrative Law Judge. The hearing will continue on consecutive days until concluded. At the hearing, Respondent and any other party to this proceeding have the right to appear and present testimony regarding the allegations in this complaint. The procedures to be followed at the hearing are described in the attached Form NLRB-4668.

The procedure to request a postponement of the hearing is described in the attached Form NLRB-4338.

Dated: May 11, 2022



ANDREA J. WILKES
REGIONAL DIRECTOR
NATIONAL LABOR RELATIONS BOARD
REGION 14/SUBREGION 17
8600 Farley St., Ste. 100
Overland Park, KS 66212-4677

Attachments